

MEMORANDUM

FEBRUARY 11, 1988

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: JOHN LEIGH, ASSISTANT DIRECTOR FOR HARBORPARK PLANNING
AND DEVELOPMENT
PAMELA WESSLING, DEPUTY ASSISTANT DIRECTOR FOR URBAN
DESIGN AND DEVELOPMENT

SUBJECT: CLIPPERSHIP WHARF PROPOSED DEVELOPMENT PLAN AND
COOPERATION AGREEMENT

Executive Summary: Clippership Wharf Limited Partnership requests approval of a Development Plan for a Planned Development Area designation for construction of Clippership Wharf, a residential project in East Boston.

Clippership Wharf Limited Partnership requests approval of a Development Plan for a Planned Development Area zoning designation to construct a residential project of approximately 370 units on the East Boston waterfront. The PDA site, including land under water, has a total area of 563,405 square feet. The site is bounded by Boston Harbor and MassPort Pier 1 to the South, by Lewis Mall and Lewis Street to the east, by the Hodge Boiler Works to the west, and by Monsignor Jacobbe Road, Heritage Apartments, and Sumner Street to the north.

Clippership Wharf Limited Partnership includes Related Companies Northeast, Inc., the managing general partner, and Mitchell Development Corp. Mr. Edward A. Saxe is the president and director of Related Companies Northeast, Inc., and Mr. James H. Mitchell is the president of Mitchell Development Corp. Childs, Bertman, Tseckares are the project architects.

The site is presently vacant except for the Hines & Smart building occupied by the lobstermen's cooperative. The Partnership will construct a new facility on site and make it available at cost to the lobstermen's cooperative should it choose to remain in that location. (The cooperative is also considering the potential of relocating to the MassPort Piers when and if a lobstermen's facility is developed there.) In response to concerns of the lobstermen and the community, the developer will submit a noise mitigation plan which will detail efforts to reduce the potential of adverse noise impacts from trucks associated with the lobstering business. Also, the developer will work with the lobstermen to ensure that the final marina plan is one which facilitates docking of the lobster boats.

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The proposed PDA includes two adjacent wharves -- Clippership and Carlton. On Clippership Wharf the Partnership proposes to construct six residential buildings with a single sub-surface parking facility for 378 cars. The residential buildings, each of which vary in appearance, will range in height from 65 to 81 feet with unit counts of 37, 38, 44, 48, 79, and 89 units in the various buildings. Accessory buildings on Clippership Wharf include small pavilions associated with the marina, community boating, and water shuttle. On Carlton Wharf the Partnership proposes to construct one residential building, approximately 55 feet in height, with approximately 35 rental units. Parking will be located partially below grade beneath the structure. The lobstermen's facility, a building of approximately 8,000 gross square feet and 30 feet in height, will be located at the water's edge on Carlton Wharf.

The developer has incorporated open space into the project, preserving views to the Inner Harbor and the Boston skyline. A large portion of the space will be open to public use. The developer will extend the existing Lewis Mall pedestrian area (adjacent to the site) to the water's edge. This extension will establish a pedestrian passageway from Maverick Square to the waterfront. A new public waterfront park with a performance area adjacent to the Lewis Mall extension will also be provided at the southerly corner of the site. The proposed water shuttle will be serviced by a pavilion located within this park. A waterfront plaza will also be constructed at the end of Clippership Lane. The project will provide a continuous public pathway along the harbor side of the site, representing the first extension of the Boston Harborwalk concept to East Boston. Other open space areas will be provided at the site as generally shown on the project plans and will include open lawns, gardens, shaded landscaped areas, public walkways and piers and bulkheads suitable for recreational fishing. It is anticipated that approximately seventy percent of the project area including vehicular and pedestrian ways, will remain open space after the project is completed.

In addition to the open space, the project will provide a wide variety of benefits to the city and the East Boston community. Uses incorporated into the project that will benefit the public are a water shuttle that will provide a year-round service to downtown Boston, a community boating facility that will be available for use by the East Boston community, an approximately 2,000 square foot community meeting room with conference area, kitchen and restroom facilities, and a marina with some slips available to East Boston residents as well as residents of the project.

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In addition the developer intends to provide funds for various amenities within and without the project site for the benefit of the East Boston community, including complete funding to rebuild the fourth floor of the Crossroads Family Shelter; \$10,000 per year for 10 years for the operation of the shelter; funding to construct a community meeting room within the project; \$2,500 per year for ten years to the Daily Bread Food Pantry; \$50,000 for the operation of a youth drug and recreation program at the Maverick Housing Project; \$20,000 for skills and education programs at the Maverick Housing Project; \$30,000 for a van for youth and adult outreach activities at the Maverick Housing Project; and provision of security services for the Heritage Elderly Apartments. Off-site improvements donated by the developer include the landscaping of city-owned Lewis Mall and tree planting in Maverick Square.

The project is notable for its provision of affordable housing. On Clippership Wharf 20 units of affordable housing will be scattered throughout three of the condominium buildings. Ten of those condominium units will be targeted for moderate-income households and ten to upper-moderate income households. The housing on Carlton Wharf will include larger units to accommodate families and will be rental units targeted for low-income households. The developer will contribute the land and \$500,000 to assist in making the rental units affordable and will prepare an affordable housing plan providing details for development and long-term affordability of the condominiums and rental units. The developer will also submit a fair marketing plan.

The project includes 378 underground spaces and 95 surface spaces. The proposed allocation of surface spaces, arrived at with substantial community input, is as follows: 45 spaces for visitors, 20 spaces for private use by moderate and upper-moderate income condominium units, 15 spaces for private use by the subsidized rental units, 10 spaces for community boating/public use, and 5 spaces for the proposed Hines & Smart facility and/or public use. The only loading dock is proposed for the relocated Hines & Smart building. The developer is revising the transportation access plan, incorporating comments from the City's Transportation Department, the East Boston Planning and Zoning Committee, and BRA staff.

The project will generate approximately 175 construction jobs on an average daily basis. Once completed, the project will employ 10-12 people full time in security, maintenance, and management positions.

The developer submitted a Draft Environmental Impact Report last year, which was distributed for public review. The developer has incorporated mitigation measures in the project plans. The Final Environment Impact Report will be submitted to the State, the Authority, and the public for review.

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The Authority's staff has reviewed the schematic plans, and the project has been extensively reviewed with the Harborpark Advisory Committee and the East Boston Planning and Zoning Committee (PZAC) which voted 13-1 on December 9, 1987 to approve the project subject to the conditions contained in the reports of its three subcommittees. Their comments have been incorporated in the development plan, and the PZAC will remain involved in on-going review of the project.

The site is located in a W-2 zoning district. It is proposed that the Authority seek a PDA designation from the Boston Zoning Commission, and the Partnership will seek exceptions from the Zoning Code from the Board of Appeal.

We recommend that the Authority approve the attached Development Plan and that the Authority authorize the Director to execute the Cooperation Agreement.

Appropriate votes follow:

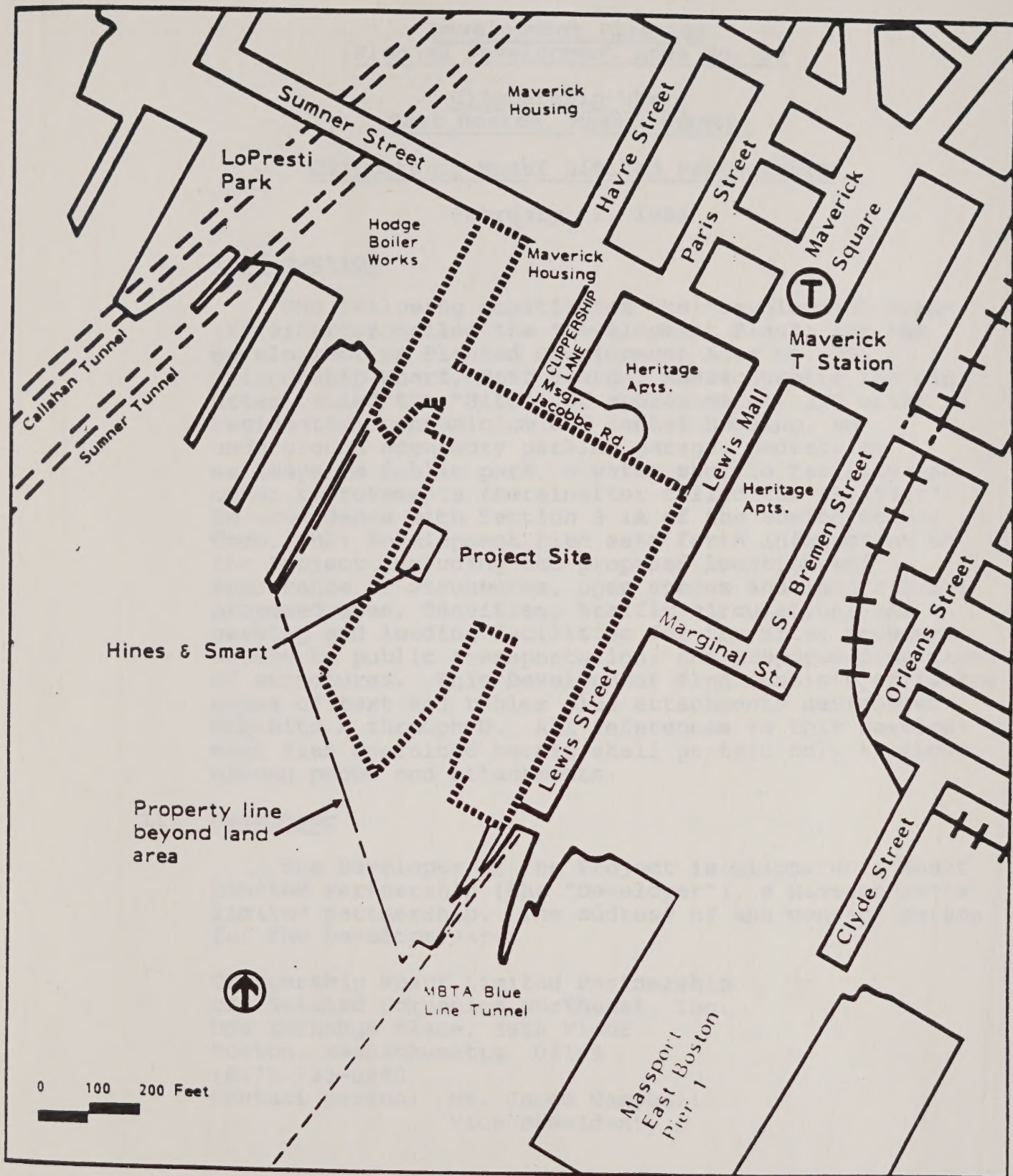
VOTED: That in connection with the Development Plan for Planned Development Area No. 30 presented at a public hearing duly held at the offices of the Authority on Thursday, February 11, 1988, and after consideration of evidence presented at the hearing, the Boston Redevelopment Authority finds that: (1) said Plan conforms to the general plan for the City as a whole; (2) and that nothing in said Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) said Plan does adequately and sufficiently satisfy all other criteria and specifications for a Planned Development Area subdistrict designation as set forth in the Boston Zoning Code as amended; and further

VOTED: That the form and substance of the Development Plan and the procedures employed in reviewing and approving the Development Plan conform with and satisfy all applicable requirements of the Boston Zoning Code and the Enabling Act; and further

VOTED: That pursuant to the provisions of Sections 3-1A of the Boston Zoning Code as amended, the Boston Redevelopment Authority hereby approves the Development Plan for Planned Development Area No. 30; and said Plan is embodied in a written document entitled "Development Plan for Planned Development Area No. 30", dated February 11, 1988, and a series of drawings listed in the Plan; and said documents and drawings shall be on file in the office of the Director of Zoning of the Authority; and further

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- VOTED: The Authority hereby authorizes the Director to petition the Zoning Commission of the City of Boston for a Planned Development Area Subdistrict designation and map amendment for a parcel of land which is the subject of the Development Plan for Planned Development Area No. 30. The Authority hereby authorizes the Director to certify to the Board of Appeals that the exceptions requested are in conformity and are consistent with the Development Plan. The Director is further authorized to execute the Cooperation Agreement between Clippership Wharf Limited Partnership and the Boston Redevelopment Authority substantially in the form attached hereto, except for such changes which the Director determines necessary or desirable, the Director's execution thereof to evidence conclusively the making of such determinations and that the same have been authorized hereby, and to execute a Transportation Access Plan Agreement, an Affordable Housing Agreement, any other documents required by the Cooperation Agreement, all in a form and subject to such terms and conditions satisfactory to the Director of the Authority. Said documents shall be on file in the offices of the Authority; and further
- VOTED: That the Authority hereby authorizes the Director to certify in the name and on behalf of the Authority, that plans submitted to the Commissioner of the City of Boston Inspectional Services Department are consistent with the Authority-approved Development Plan for Planned Development Area No. 30; and further
- VOTED: That in reference to petitions to be brought before the Board of Appeal by the Clippership Wharf Limited Partnership for the exceptions as listed in the Development Plan for Planned Development Area No. 30, which list may be changed at the discretion of the Authority in its report and recommendation to the Board of Appeals under Section 6A-2 of the Boston Zoning Code, the Boston Redevelopment Authority recommends approval of such exceptions provided that the Zoning Commission will have adopted a map amendment designating the land as a Planned Development Area; that the final plans be submitted to the Authority for development review; and that such final plans incorporate mitigation measures deemed necessary and approved by the Director of the Authority to minimize any adverse environmental impacts.



Development Plan for
Planned Development Area No. 30

Clippership Wharf
East Boston, Massachusetts

Clippership Wharf Limited Partnership

February 11, 1988

I. Introduction

The following constitutes the "Development Plan" (hereinafter called the "Development Plan") for the development on Planned Development Area No. 30, Clippership Wharf, East Boston, Massachusetts (hereinafter called the "Site") of approximately 370 units of residential condominium and rental housing, an underground accessory parking garage, pedestrian walkways, a public park, a water shuttle facility and other improvements (hereinafter called the "Project"). In accordance with Section 3-1A of the Boston Zoning Code, this Development Plan sets forth information on the Project including the proposed location and appearance of structures, open spaces and landscaping; proposed uses, densities, traffic circulation, and parking and loading facilities for the Site; proposed access to public transportation; and proposed dimensions of structures. This Development Plan consists of twelve pages of text and tables plus attachments designated Exhibits A through D. All references to this Development Plan contained herein shall pertain only to those eleven pages and attachments.

II. Developer

The Developer of the Project is Clippership Wharf Limited Partnership (the "Developer"), a Massachusetts limited partnership. The address of and contact person for the Developer are:

Clippership Wharf Limited Partnership
c/o Related Companies Northeast, Inc.
One Exchange Place, 36th Floor
Boston, Massachusetts 02109
(617) 723-0990

Contact person: Mr. James Campbell
Vice President

The general partners of the Developer are:

Related Companies Northeast, Inc.
Managing General Partner
One Exchange Place, 36th Floor
Boston, Massachusetts 02109

and

Mitchell Development Corporation
29 Bowdoin Street
Boston, Massachusetts 02114

Related Companies Northeast, Inc. is a Massachusetts Corporation organized pursuant to Chapter 156B of the general laws of Massachusetts and is the managing general partner of the Developer. The corporate officers of Related Companies Northeast, Inc. are:

Edward A. Saxe, President and Director
Stephen M. Ross, Director
Sharon Rubin, Clerk

Mitchell Development Corporation is a Massachusetts corporation organized pursuant to Chapters 156B of the General Laws of Massachusetts. The officers of Mitchell Development Corporation:

James H. Mitchell, President
Robert S. Mitchell, Vice President
John D. Mitchell, Treasurer and Clerk

III. Architect

The Architect for the Clippership Wharf Project is:

CBT/Childs, Bertman, Tseckares & Casendino, Inc.
306 Dartmouth Street
Boston, Massachusetts 02116
(617) 262-4354
Contact person: Richard Bertman

IV. Description of Planned Development Area

The Site consists of a parcel of land in East Boston, Suffolk County, Massachusetts, containing approximately 12.934 acres (563,405 sq. ft.) including land under water as shown on a plan (the "Site Survey") dated May 7, 1986, revised June 29, 1986 entitled "Plan of Land, East Boston, Massachusetts, Surveyed for Harbor Landing Limited Partnership" prepared by Linenthal Eisenberg Anderson, Inc. The Site Survey is Sheet A of the set of plans entitled "Clippership Wharf East

Boston, Massachusetts," prepared by the Architect (the "Project Plans"). The Site is bounded generally by Boston Inner Harbor and Massport Pier 1 to the south; by Lewis Mall and Lewis Street to the east; by the Hodge Boiler Works to the west; and by Monsignor Jacobbe Road, the Heritage Apartments and Sumner Street to the north. A more detailed description of the Site is attached hereto as Exhibit A. The Site is identified as assessor's parcels 5397, 5400 and 5402; Ward 1.

V. Location and Appearance of Structures

The location and appearance of the structures will be as shown on the Project Plans, a list of which is attached hereto as Exhibit B. The Project will contain seven residential buildings together with several accessory buildings including a pavilion for the Project's proposed marina, a pavilion for the proposed community boating program and a pavilion for the proposed water shuttle. Also, if the existing Hines & Smart lobster facility ("Hines & Smart") is relocated on-Site, an additional building will be provided for that facility. The proposed location for Hines & Smart will be at the northerly corner of the Site, as shown on Sheet 1 of the Project Plans entitled "Site Plan". All of the buildings will have sloped roofs. The residential buildings will be constructed primarily of brick with glass and masonry details. The dimensions of the eight buildings will be approximately as described in Section IX, below.

The Project will be subject to the requirements of the Authority's continuing development review process in accordance with the Authority's Development Review Procedures, as revised in 1986.

VI. General Description of Proposed Development and Use Allocation

The Site will be primarily for residential and open space uses, with the construction of approximately 370 units of housing, an underground accessory parking garage, a separate parking facility for the affordable rental housing building, pedestrian walkways, a public park, a water shuttle facility, a small marina (with approximately 20 slips) and other improvements. The Site is presently vacant with the exception of the building occupied by Hines & Smart.

The proposed mix of residential units is for approximately 335 condominium units and 35 rental units (located as described in Section VI above and as shown on the Site Plan). Ten of the condominium units will be

targeted for moderate-income households, ten of the condominium units will be targeted for upper moderate-income households and all of the rental units will be targeted for low-income households. The twenty affordable condominium units will be located among market rate units in three of the residential condominium buildings.

Copies of the Site Plan, proposed phasing plans, building elevations and floor plans are included within the Project Plans.

VII. Estimated Construction Time

Construction will commence at such time as the initial building permits and other required permits have been issued. Subject to unforeseen delays, Buildings 1 and 2, the underground parking garage and the ticket office and docking facility for the water shuttle should be completed within sixteen months thereafter. It is anticipated that the rental housing building will be built in the first stage of construction, subject to the availability of the necessary subsidies.

Completion of the remainder of the Project will be at dates thereafter.

VIII. Projected Number of Employees

The Project will generate an estimated 175 construction jobs on an average daily basis from the commencement of construction of Phase I to the completion of the Project. Once completed, the Project will require approximately 10-12 full-time jobs, including security, maintenance, and management positions.

IX. Building Dimensions

The condominium buildings, buildings 1-6 as shown on the Site Plan, will have the following approximate dimensions:

<u>BUILDING</u>	<u>LENGTH</u>	<u>DEPTH</u>	<u>HEIGHT*</u>
One	172' 10"	70'	67' 8"
Two	151' 2"	70'	73' 8"
Three	134' 5"	72'	79' 4"
Four	275'	70'	83'
Five	300'	70"	83'
Six	173' 8"	70'	67' 8"

The approximate dimensions of the affordable rental housing building and the proposed Hines & Smart building will be as follows:

<u>BUILDING</u>	<u>LENGTH</u>	<u>DEPTH</u>	<u>HEIGHT*</u>
Rental Housing	198'	62'	32'
Hines & Smart	125'	64'	57'

X. Proposed Traffic Circulation

The Project will have two points of vehicular access. The entrances will be Clippership Lane and Marginal Street. Vehicular circulation through the Site will link the two entryways and provide clear vehicular pathways from the Site entries to central drop-off areas and the underground parking garage. A central turn-around in the middle of the Site will provide access to the underground parking garage and will be accessible from both Clippership Lane and Marginal Street.

XI. Parking and Loading Facilities

It is anticipated that the Project will have an underground garage for the residents of the condominium units with approximately 378 spaces, a separate parking area beneath the rental housing building for residents of that building with approximately 20 parking spaces and approximately 95 surface parking spaces. The

* Height is calculated in accordance with the definition of "height of buildings" in Section 2-1(23) of the Boston Zoning Code. Text Amendment 94 which amended the definition of height does not apply to the Project since the original PDA application for the Project was submitted prior to July 22, 1987.

currently proposed allocation of the 95 surface spaces is as follows: 45 spaces for visitors, 20 spaces for private use by moderate and upper-moderate income condominium units, 15 spaces for private use by the subsidized rental units, 10 spaces for community boating/public use, and 5 spaces for the proposed Hines & Smart facility and/or public use. The only loading dock is proposed for the relocated Hines & Smart building.

XII. Access to Public Transportation

The Site is located within immediate proximity to the Maverick Square Station on the MBTA's Blue Line. From Maverick Square the Blue Line runs south under Boston Harbor and provides direct access to four downtown Boston stations. Travel time from the Maverick Square station to downtown Boston on the Blue Line is usually under ten minutes. Northerly, the Blue Line runs from Maverick Square to Logan Airport and other points on the North Shore. Logan Airport is under a mile from the Site. The Maverick Square station also serves as an MBTA bus interchange for bus service into Chelsea, Everett and Revere.

A water shuttle running between the Site and downtown Boston will provide year round passenger ferry service.

XIII. Open Spaces and Landscaping

The Developer has incorporated open space into the Project in order to preserve views to the Inner Harbor and the Boston Skyline. A large portion of this space will be open to public use. The Developer will extend the existing Lewis Mall pedestrian area (adjacent to the Site) to the water's edge. This extension will establish a pedestrian passageway from Maverick Square to the waterfront. A new public, waterfront park with a performance area adjacent to the Lewis Mall extension will be provided at the southerly corner of the Site. The proposed water shuttle will be serviced by a pavilion located within this park. A waterfront plaza will also be constructed at the end of Clippership Lane. The Project will also provide a continuous public pathway along the harbor side of the Site, representing the first extension of the Boston Harborwalk concept to East Boston. Other open space areas will be provided at the Site as generally shown on the Project Plans and will include open lawns, gardens, shaded landscaped areas, public walkways and piers and bulkheads suitable for recreational fishing. It is anticipated that

approximately seventy percent of the Project area, including vehicular and pedestrian ways, will remain open space after the Project is completed.

XIV. Public Benefits

The Project will provide a wide variety of benefits to the East Boston community. A major public benefit will be the creation of public open space. The landside portion of the Site currently contains dangerous sink holes from subsurface erosion. The existing wharfs are dilapidated and decayed. Segments of the seawall are structurally unsound. As a result, the entire Site is currently fenced and posted to protect public safety. The Project will result in the transformation of this unusable space into large areas of usable public open space. As discussed above, this public open space will include the first East Boston portion of the Harborwalk, a waterfront park with a performance area and seating, the extension of Lewis Mall to the water's edge, a waterfront plaza at the end of Clippership Lane, pedestrian walkways and piers and bulkheads suitable for recreational fishing.

The Project will also incorporate a water shuttle that will provide year-round service to downtown Boston, a community boating facility that will be available for use by the East Boston community and an approximately 2,000 square foot community meeting room with conference area, kitchen and restroom facilities. The water shuttle will be available to Project residents, community residents and the general public. Fares for the water shuttle will be consistent with the lowest unsubsidized fares of comparable ferry trips within Boston Harbor, with a discount for elderly passengers. The community boating facility will utilize a floating dock which will accommodate eight to ten sail boats and an on-shore pavilion with an enclosed level to provide space for storage and operations. The Developer will provide the location, docking facilities and sailboats but it is expected that an outside organization or public agency will operate the community boating program.

The Project will also contain approximately 370 housing units, 55 of which are proposed to be affordable units. Thirty-five of the housing units will be rental units targeted for low income households. The Developer has agreed to provide the land upon which the rental housing building will be constructed, to contribute \$500,000 to subsidize the affordability of the rental housing, and to cooperate with the Boston Redevelopment Authority and the City in connection with the development and construction of the rental housing building.

The proposed timing of the construction of the above-described public benefit components of the Project in relation to the construction of the various condominium buildings will be approximately as shown on Sheets 8, 9 and 10 of the Project Plans. In the event the Developer completes no more of the Project than is shown on Sheet 8 of the Project Plans, the Developer shall nevertheless extend Lewis Mall to the water's edge.

The Developer will also provide funds for various amenities within and without the Project Site for the benefit of the East Boston community including: complete funding to rebuild the fourth floor of the Crossroads Family Shelter; \$10,000 per year for 10 years for the operation of the shelter; \$2,500 per year for ten years to the Daily Bread Food Pantry; \$50,000 for the operation of a youth drug and recreation program at the Maverick Housing Project; \$20,000 for skills and education programs at the Maverick Housing Project; \$30,000 for a van for youth and adult outreach activities at the Maverick Housing Project. The Developer will also provide landscape improvements on Lewis Mall, plant trees in Maverick Square, provide security services for the Heritage Elderly Apartments and provide free use of the community meeting room to East Boston neighborhood groups.

XV. Environmental Review

The Project is subject to the review requirements of the Massachusetts Environmental Policy Act ("MEPA"). Notice of submission of a draft Environmental Impact Report for the Project (the "Draft EIR") was published in the Environmental Monitor as October 9, 1986. The Draft EIR was approved by the Secretary of the Executive Office for Environmental Affairs (the "Secretary") on December 1, 1986. The Draft EIR certificate of approval from the Secretary stated that the Draft EIR properly complied with MEPA and listed several areas to be expanded upon in the Final EIR. The Developer is currently preparing a Final EIR that will respond to the Secretary's certificate of approval and to other comments received on the Draft EIR. The Developer will also formulate a noise mitigation plan outlining measures to be taken to mitigate the noise impacts, if any, of trucks servicing the Hines & Smart facility.

XVI. Compliance with Approved Drawings

The Developer will construct the Project in accordance with the Project Plans (which are listed on Exhibit B), as such plans may be amended pursuant to the Boston Redevelopment Authority's Development Review Procedures, as revised in 1986.

XVII. Development Review Procedures

All design plans for the Project are subject to ongoing development review and approval by the Boston Redevelopment Authority. Such review is to be conducted in accordance with the Boston Redevelopment Authority's Development Review Procedures, as revised in 1986. Final working drawings and specifications approved by the Boston Redevelopment Authority shall be conclusively deemed to be in conformity with this Development Plan.

XVIII. Proposed Uses

The entire Site is currently located within a W-2 Zoning District. The uses currently contemplated for the Project include residential condominium and rental units; park recreational, and open space uses; a water shuttle facility; both underground and surface parking; a community sailing program; the Hines & Smart lobster processing facility (if it is relocated on-Site); other similar uses and uses incidental or accessory to those described herein and to the construction and operation of the Project.

XIX. Zoning

The entire Site is currently located within a W-2 Zoning District. Upon approval of the Overlay District PDA zoning designation, the Site will be designated as a W-2-D Overlay District. The Project will require exceptions from the requirements of the Boston Zoning Code from the Board of Appeal under the procedures set forth in Sections 6A-1, 6A-2 and 6A-3 of the Boston Zoning Code. A list of such anticipated exceptions is set forth in Exhibit C hereto. Changes to such list may be made at the discretion of the Boston Redevelopment Authority, in its report and recommendations to the Board of Appeals under Section 6A-2 of the Boston Zoning Code.

XX. Density

The Floor Area Ratio ("FAR") of the Project is calculated by dividing the gross floor area of the buildings which will be located on the Site by the lot area of the Site. The maximum FAR for the Project will not exceed 2.6.

In determining the Project's FAR all vehicular and pedestrian ways, including the harborwalk were excluded from the area of the Site. The method used in determining the Project's FAR is shown on Exhibit D.

XXIII. Additional Zoning Provisions

Upon (a) the request from the Developer, (b) receipt of the certificate from the Developer that the work on the Project has commenced and is diligently proceeding and (c) a finding by the Director of the Boston Redevelopment Authority that the Project has commenced and is diligently proceeding in accordance with this Development Plan, the Boston Redevelopment Authority shall issue to the Commissioner of the Inspectional Services Department of the City of Boston a certificate pursuant to Article 6A, Section 6A-1 of the Boston Zoning Code (a "6A Certificate") stating that the work within the PDA has commenced and is diligently preceding. This certificate shall be issued as provided for in Section 6A-1 of the Boston Zoning Code. The approval by the Boston Redevelopment Authority of this Development Plan or the issuance by the Authority of the 6A Certificate shall be conclusive evidence to the Commissioner of the Inspectional Services Department that work on the Project is diligently proceeding.

XXIV. Permits

In addition to the EIR, a number of permits and approvals are required for the Project.

With regard to water-related uses, a permit from the United States Army Corps of Engineers will be needed in connection with any dredging or filling conducted in connection with the Project. The Army Corps will require that the Massachusetts Department of Environmental Quality Engineering ("DEQE") issue a certificate indicating that any discharge from the Site entering navigable waters will comply with applicable discharge limitations or water-quality standards. In addition, the Army Corps will require a certificate that plans for the Project are consistent with the Massachusetts Coastal Zone Management Program.

Massachusetts law requires a review of the Project by the Boston Conservation Commission. In addition, a Tidelands License, which is required in certain coastal areas, will be required from the DEQE.

In order to connect sewer lines to the Site, a sewer connection and extension permit will be needed from the Massachusetts Department of Water Pollution Control ("DWPC"). The Massachusetts Water Resources Authority ("MWRA"), which operates the regional sewer system serving Boston, may also be required to issue a permit for the Project.

The provision of below-grade parking in the Project at the Site requires two approvals from the Boston Public Safety Commission. These approvals authorize the storage of gasoline in the tanks of vehicles parked within a structure and the construction and maintenance of an enclosed garage facility.

The Project may require a permit from the United States Environmental Protection Agency ("EPA") under the National Pollution Discharge Elimination Program in connection with stormwater runoff from roofs and paved parking areas in the Project Area. In addition, Massachusetts law may also require a water pollution permit from the Division of Water Pollution Control with regard to stormwater runoff from the Site.

Finally, building permits must be secured prior to construction of the various structures to be located at the Site, and certificates of occupancy, certifying the proper completion of those structures, must be obtained before any buildings are placed in use.

XXV. Relocation Information

The Project is not subject to federal or state relocation regulations. The only occupant of the Site, Hines & Smart, leases an area of approximately 12,000 square feet at a monthly rent of \$2,150 plus all utility costs. The Developer has offered to relocate Hines & Smart to a new facility to be constructed at the Site together with adequate docking space. The Project's marina and docking facilities were designed to accommodate the maneuvering and unloading requirements of boats comparable to those currently servicing the Hines & Smart facility. Hines & Smart presently employs approximately 25 persons in all shifts and has been located in its present building since 1968. Because the Site is otherwise unoccupied, no other relocations, on or off-Site, are necessary due to the construction of the Project.

XXVI. Community Participation

The Project has been subject to extensive review by state agencies, community organizations, and public interest groups in East Boston during the past two years. A list of East Boston organizations, agencies and groups with which the Developer has met and discussed the Project is attached hereto as Exhibit E. The Project has been approved by the East Boston Planning and Zoning Advisory Committee ("PZAC") and by all three of the subcommittees of the East Boston PZAC (transportation, urban design and public access, and affordable housing and community benefits, respectively). The PZAC and its subcommittees will continue to review the Project throughout its development. The public has been provided numerous opportunities to discuss and comment upon the Project and significant changes have been made since the initial Project design in response to community suggestions and concerns.

Exhibit A

Legal Description of the Site

A parcel of land in the City of Boston, Suffolk County, Massachusetts, bounded as follows:

- NORTHEASTERLY: By Sumner Street, 110.00 feet;
- SOUTHEASTERLY: by land of the Boston Housing Authority and by the westerly end of a way, 265.00 feet;
- NORTHEASTERLY: by the center line of said way, 190.00 feet;
- SOUTHEASTERLY: by the westerly end of Msgr. Albert A. Jacobbe Road, 25.00 feet;
- NORTHEASTERLY: by the southwesterly sideline of Msgr. Albert A. Jacobbe Road and by land of the Boston Housing Authority, 350.00 feet;
- SOUTHEASTERLY: by land of the Boston Housing Authority by Lewis Street and by land of owners unknown, 765.63 feet;
- SOUTHWESTERLY: by owners unknown, 24.00 feet;
- SOUTHEASTERLY: by the same, 50.00 feet;
- SOUTHWESTERLY: by the same, 3.50 feet;
- SOUTHEASTERLY: by the same, 135.00 feet;
- SOUTHWESTERLY: by the same, 13.00 feet;
- SOUTHEASTERLY: by the same, 54.57 feet;
- SOUTHWESTERLY: by the waters of Boston Harbor, 724.82 feet; and,
- NORTHWESTERLY: by land of John I. Lynch et al., 903.15 feet.

The Site, including portions of the Site under water, contains approximately 563,405 square feet (12.934 acres).

Exhibit B

PROJECT PLANS

Childs, Bertman, Tseckares & Casendino, Inc.

<u>Plan No.</u>	<u>Title</u>	<u>Date</u>
	Cover Sheet and Index	January 21, 1988
A	Property Survey	May 7, 1986, revised June 28, 1986
1	Site Plan	January 21, 1988
2	Visual Corridor	January 21, 1988
3	Sun Shadows - March/Sept 22nd	January 21, 1988
4	Sun Shadows - June 22nd	January 21, 1988
5	Sun Shadows - December 22nd	January 21, 1988
6	Sun Shadows - October 21st	January 21, 1988
7	Sun Shadows - November 21st	January 21, 1988
8	Construction Phase 1	January 21, 1988
9	Construction Phase 2	January 21, 1988
10	Construction Phase 3	January 21, 1988
11	Neighborhood Context Photographs	January 21, 1988
12	Model Photographs	January 21, 1988
13	Plans - Bldgs. 1&2	January 21, 1988
14	Plans - Bldgs. 3&4	January 21, 1988
15	Plans - Bldgs. 3&4	January 21, 1988

16	Plans - Bldgs. 5&6	January 21, 1988
17	Plans - Bldgs. 5&6	January 21, 1988
18	Elevations/Section Building Nos. 1&4	January 21, 1988
19	Elevations/Section Buildings 1,2 & 6	January 21, 1988
20	Elevations/Section Buildings 2 & 3	January 21, 1988
21	Elevations/Section Buildings 3, 4, & 5	January 21, 1988
22	Elevations/Section Buildings 5 & 6	January 21, 1988
23	Parking Level One	January 21, 1988
24	Parking Level Two/ Three	January 21, 1988
25	Unit Plans - Bldg. 1	January 21, 1988
26	Unit Plans - Bldgs 1&2	January 21, 1988
27	Pavilions - Plans/ Elevations	January 21, 1988
28	Partial Elevation/ Wall Sections	January 21, 1988

Exhibit C

List of Required Zoning Exceptions

- I. USES: Exceptions to the requirements of the following sections of the Boston Zoning Code will be requested for the use of the Site and Project for approximately 370 units of residential condominium and rental housing, an underground accessory parking garage, pedestrian walkways, a public park, a water shuttle facility, other related improvements and the other uses set forth below or referred to in the Development Plan.

Code Section 8-7

<u>Use No.</u>	<u>Use Item</u>
7	Building or group of buildings for occupancy by three or more families in separate dwelling units
27	Public park or playground; public recreation building.
28	Private grounds for games and sports not conducted for profit.
29	Adult education center building; community center building; settlement house.
30	Private club.
58	Parking Lot.
59	Parking Garage.
65	Water freight or passenger terminal facility, including docks, piers, wharves, storage sheds for water borne commodities, and rail and truck facilities accessory to a water borne freight terminal.
72	As an accessory use subject to the limitations and restrictions of Article 10, a garage or parking space for occupants, employees, customers, students and visitors.
72A	As an accessory use subject to the limitations and restrictions of Article 10, a swimming pool or tennis court not within a required front yard.
85	As an accessory use subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use.

Section 6-3A Additional Conditions Required for Approval of Parking Facilities in a Restricted Parking District.

- II. DIMENSIONAL ASPECTS: Exceptions to the requirements of the following sections of the Boston Zoning Code will be requested for the Project.

Code SectionRequiredRelief

10-1

The accessory uses on a lot, exclusive of off-street parking, shall not occupy, in the aggregate, more than twenty-five percent of the floor area of the main buildings; nor shall the accessory uses on a lot, exclusive of off-street parking required by this Code, occupy in the aggregate, more than twenty-five percent of the rear yard required by this Code or of the unbuilt lot area; nor in any residential district shall any accessory use occupy any part of the front or side yards required by this Code, except that such a side yard may be used for off-street parking located more than five feet from the side lot line; and in no other district shall any accessory use other than off-street parking occupy any part of the front or side yards required by this Code.

Because the Site is a single lot containing several residential and accessory structures, and because the Site will contain a variety of accessory uses, including a marina, a park, and a transportation water shuttle, which will occupy a large portion of the areas of open space associated with the Project, the Project may not comply with the accessory use requirements of Section 10-1 and an exception from Section 10-1 of the Code will be sought.

13-4

Any dwelling in an L, B, M, I or W district shall conform to the lot area, usable open space, and yard requirements for the nearest S, R, or H district; provided, however, that any dwelling in a B-8 or B-10 district shall conform to the lot area, usable open space and yard requirements for the least restricted district.

The Project includes dwellings in a W-2 district, therefore, the provisions of this Section apply. The nearest S, R, or H district to the site is an H-2-U district. To the extent that the Project does not comply with the lot area, usable open space and yard requirements imposed by the Code for H-2-U districts, exceptions from Section 13.4 will be sought.

15-1 and Table
B of Article 13

Maximum Floor Area ratio
shall not exceed 2.0.

The gross floor areas of each of the buildings are shown in the chart attached hereto as Exhibit D. The approximate Floor Area Ratio of the Project based upon those gross floor areas and a lot area

Code Section

Required

Relief

Section 17-1 and
Table B of Article
13

Minimum usable open space per dwelling unit: 150 sq. ft. including suitably designed and accessible space on balconies of main buildings or on the roofs of accessory buildings.

of 207,845 square feet (which figure excludes land under water and all vehicular and pedestrian ways) is 2.43. Accordingly, an exception from the maximum floor area ratio requirements of Section 15-1 of the Code will be sought.

Section 17-1 requires that minimum usable open space per dwelling unit be devoted to use by occupants of each dwelling unit intended for family occupancy. Although the Project includes sufficient open space to satisfy the requirements of this Section, because a large portion of this open space is accessible to the public, the usable open space will not be devoted exclusively to occupants of the dwelling units. Accordingly, an exception from Section 17-1 of the Code will be sought.

Section 20-2

Accessory buildings may be erected in rear yards provided that no such building is more than 15 feet in height or nearer than 4 feet to any side lot line; and provided further, that in a S, R or H district the accessory buildings in any one rear yard shall not occupy in the aggregate a greater percentage of such rear yard than that specified in Table B of Section 13-1.

The Project includes a variety of accessory open space and recreational uses, and accessory buildings, such as a ticketing pavilion for the water shuttle. Due to the configuration of the residential buildings on the Site and the placement of these accessory buildings in relation to the residential buildings, the Project may not comply fully with Section 20-2. Accordingly, an exception from Section 20-2 of the Code will be sought.

Code SectionRequiredRelief

Section 22-4
Section 14-5(C)
Section 18-1
Section 19-1
Section 20-1
Section 21-1

Section 22-4 provides that if on one lot there are two or more dwellings (other than temporary dwellings) designed for occupancy, or occupied by, one or more families, or if on one lot there are one or more such buildings, and one or more other main buildings, such dwellings shall be separated from each other and from such other buildings, by yards of the same minimum depths, and the provisions of Article 21 shall apply, as if each dwelling were on a separate lot; and if such dwelling is to the rear of another dwelling or other main building, the provisions of paragraph (C) of Section 14-5 shall also apply (Section 14-5(C) requires that a dwelling designed for occupancy or occupied by one or more families on the same lot as, and to the rear of, another main building, be separated from such main building by not less than twice the minimum rear yard required by the Code for such main building; and the requirement of this code with respect to lot size, open space, and front, rear and side yards shall apply as if the dwelling were on a separate lot.)

Section 22-4 provides that after public notice and hearing, the Board of Appeal may grant permission for a variation from the requirements of this Section if it finds that open space for all occupants, and light and air for all rooms designed for human occupancy, will not be less than would be provided if the requirements of this Section were met. Since the Project includes several residential buildings on a single lot, it is subject to Section 22-4. However, since a major component of the Project is accessible open space, and the main buildings will be less than eight stories and the top portions of each building are stepped-in from the at-grade portions in order to maximize the availability of light, an exception or variance, will be sought from Section 22-4 of the Code and from the sections which are applied through Section 22-4, including, without limitation, Sections 14-5(C) (dwelling to rear of another building must be separated by minimum of twice the rear yard requirement), 18-1 (minimum front yard), 19-1 (minimum side yard), 20-1 (minimum rear yards) and 21-1 (minimum setback of parapet).

Exhibit D

Method of Calculating the Project's Floor Area Ratio¹

I. Determination of approximate gross floor area of buildings to be located at the Site:

Building 1	56,819 sq. feet
Building 2	51,974 sq. feet
Building 3	49,355 sq. feet
Building 4	113,744 sq. feet
Building 5	122,981 sq. feet
Building 6	52,844 sq. feet
Proposed Hines & Smart Facility	8,000 sq. feet
Rental Housing Building	47,040 sq. feet
Ticket Office	900 sq. feet
Community Boating Pavilion	<u>415 sq. feet</u>
TOTAL	504,072 sq. feet

II. Determination of Total Lot Area²

Total area of the Site	563,405 sq. feet
Approximate area of the Site containing streets or private ways open to public use.	142,155 sq. feet ³
Approximate area of the salt water portion of the Site below the mean high tide line	213,405 sq. feet ⁴

¹ Floor area ratio is defined in Section 2-1 (20) of the Boston Zoning Code as "The ratio of gross floor area of a structure to the total area of the lot."

² Lot area is defined in Section 2-1(27) of the Boston Zoning Code as "the horizontal area of the lot exclusive (a) of any area in a street or private way open to public use . . . and (c) any salt-water area below the mean high-tide line."

³ This figure includes all vehicular and pedestrian ways located on the Site including the harborwalk.

⁴ This figure represents all of the Site which is under water.

"Lot Area" for purposes of
calculating Floor
Area Ratio under the
Boston Zoning Code 207,845 sq. feet

III. Floor Area Ratio: Gross floor
area of proposed buildings
(504,072 sq. ft.) divided by
the lot area of the Site
(207,845 sq. ft.) 2.43

COOPERATION AGREEMENT

FOR

PLANNED DEVELOPMENT AREA NO. 30

AGREEMENT made as of the _____ day of _____, 1988, by and between the BOSTON REDEVELOPMENT AUTHORITY (the "Authority") and CLIPPERSHIP WHARF LIMITED PARTNERSHIP, a Massachusetts limited partnership (the "Applicant").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The Authority will petition the Zoning Commission of the City of Boston on behalf of the Applicant to designate as a Planned Development Area ("PDA") the land in said City generally bounded by Boston Harbor to the South, by Lewis Mall and Lewis Street to the East, by the Hodge Boilerworks to the West, and by the Monsignor Jacobbe Road, The Heritage Apartments and Sumner Street to the North (the "Locus").

2. The Applicant will, subject to Section 15 of this Agreement, proceed with the planning and design for the Locus in a manner consistent with the development concept, land uses and density contemplated in the Development Plan for Planned Development Area No. 30 (the "Plan") approved by vote of the Authority on _____, 1988 (the "Vote") after notice and public hearings at its meetings held on _____, 1988. A certified copy of the Vote is attached hereto as Exhibit A together with a copy of the Development Plan.

3. The Applicant has engaged the services of CBT/Childs, Bertman, Tseckares & Casendino, Inc. of Boston as architects (the "Architect") to provide drawings and specifications for the Project to be constructed in accordance with the Development Plan.

4. The Applicant and the Authority hereby agree that the development review process required by the Development Plan to be observed by the parties shall be as set forth in the Authority's "Development Review Procedures", as revised in 1986 (the "Development Review Process"). The Applicant acknowledges that the Project will be subject to the continuing review of the East Boston Planning and Zoning Advisory Committee and its three subcommittees.

5. Prior to the issuance of any building permit for the Project, the Applicant will submit a transportation access plan to the Director of the Authority and the Commissioner of Transportation. The approved transportation access plan will

identify long term and construction traffic and parking impacts, if any, will specify mitigating measures that are satisfactory to the Commissioner of Transportation and the Director of the Authority and will contain details regarding the Project's water shuttle.

6. Prior to the issuance of any building permit for the Project, the Applicant, the Authority, and the City of Boston shall enter into a Transportation Access Plan Agreement pursuant to which the Applicant will agree to implement measures to mitigate the long term and construction traffic and parking impacts of the Project, if any.

7. Prior to the issuance of any building permit for the Project, the Applicant and the Authority shall enter into an Affordable Housing Agreement that sets forth the Applicant's commitments with respect to affordable housing on the Locus. Such commitments will consist of the construction of approximately twenty condominium units, ten to be targeted for moderate-income households and ten to be targeted for upper moderate-income households, and cooperation with the City and the Authority in connection with the development and construction of a building on the Locus which will contain approximately thirty-five affordable rental units to be targeted for low income households. The Developer will provide the land upon which the rental building will be developed and contribute \$500,000 towards subsidizing the affordability of the rental units. If there is a gap between the Applicant's \$500,000 contribution and the amount needed to provide the approximately 35 affordable rental units, the Applicant and the Authority shall cooperate in an effort to find sources for the needed additional funds. In the event that all of the \$500,000 contribution is not required to provide the affordable rental units, any remaining money shall be placed in a fund to assist in the development of affordable housing in East Boston.

8. The Authority acknowledges that the Applicant has received approval of the Schematic Design Drawings for the Project and has satisfied the first stage of submissions required by the Authority's Development Review Procedures. The Applicant acknowledges that the Project requires further review and approval by the Authority as outlined in the Authority's Development Review Procedures, which review will include the assessment of environmental impacts of the Project and the implementation of mitigation measures to reduce the construction impacts, if any, of the Project.

9. Except as otherwise provided herein, the Authority will review and act upon the submissions required by the Development Review Process in the manner set forth in this Section 9. If the Authority finds any submission(s) inconsistent with previous submissions, it shall notify the

Applicant of the ways in which the same is deemed to be inconsistent. If the Authority finds the submission(s) consistent, it shall so notify the Applicant and indicate the same thereon. The Authority shall perform its functions under this Agreement promptly and with all reasonable dispatch, and shall use its best efforts to notify the Applicant of its approval or disapproval and its reasons therefore of all submissions from the Applicant within fifteen (15) calendar days after receipt thereof. All submissions by the Applicant to the Authority for which the Authority must use its best efforts to respond within fifteen (15) calendar days must be prefaced with the following language printed in capital letters: "NOTICE: THIS SUBMITTAL REQUIRES REPLY WITHIN FIFTEEN CALENDAR DAYS". The Authority may waive such of its procedures and requirements as it deems appropriate.

10. The Applicant represents to the Authority that construction of the Project will commence at such time as the initial building permits and other required permits have been issued and, subject to unforeseen delays, and that the construction of Buildings 1 and 2, the underground parking garage and the ticket office and docking facility for the water shuttle should be completed approximately sixteen months thereafter. It is anticipated that the affordable rental housing building will be constructed in the first stage of construction, subject to the availability of the necessary subsidies. Completion of the remainder of the Project will be at dates thereafter.

11. After construction has commenced on the Locus, and provided that work within the PDA has commenced and is diligently proceeding, the Authority will, within thirty (30) days of a request by the Applicant, file with the Building Commissioner of the City of Boston a certificate pursuant to Section 6A-1 of Boston Zoning Code indicating that work within the PDA has commenced and is diligently proceeding.

12. The Applicant shall implement a rodent control program that complies with any city or state laws, regulations, guidelines or programs relative to rodent control. Said program shall commence prior to commencement of demolition activities of the Project and shall continue until the completion of the construction of the Project.

13. The Authority will informally advise the Applicant concerning, and will actively cooperate with and publicly support the Applicant's efforts in obtaining from the appropriate municipal, state and federal bodies and agencies all such permits, licenses and approvals, and exceptions, variances, and other deviations from the normal application of the applicable zoning and building codes and other ordinances and statutes which may be necessary in order to

carry out development of the Project in the most expeditious and reasonable manner. The Authority shall also cooperate fully in any amendment processes necessitated as a result of the refinement of the drawings and specifications developed during the Development Review Process.

14. The Authority agrees to look solely to the Applicant's interest in the Project or to that of its successors and assigns, as the case may be, for any claim against the Applicant or its successors and assigns arising under this Agreement or in connection with such Project. Neither the Applicant nor any trustee, beneficiary, partner, venturer, stockholder, manager, officer, director, agent or employee of the Applicant or its successors and assigns shall ever be personally liable under this Agreement; nor shall it or they ever be answerable or liable in any equitable proceeding or order beyond the extent of its or their interest in the Project.

15. If, in the future, the Applicant shall, in its reasonable judgment, determine that it has become infeasible to proceed with the whole or any portion of the approved Development Plan, then in such case and after substantiation by the Applicant of the reasons for not being able to proceed, the Authority shall cooperate with the Applicant to modify, alter or amend its approval of the Development Plan in order to allow the Applicant the opportunity to reasonably develop the land that it owns. If the parties acting in good faith cannot agree as to an appropriate modification, alteration or amendment to the Development Plan, if the Applicant so requests, the Authority agrees to promptly take necessary steps to revoke the PDA designation for all or any portion of the Locus. In the event the Applicant completes no more than Phase I of the Project (as shown on the phasing plans submitted with the Development Plan) the Applicant shall nevertheless extend Lewis Mall to the water's edge.

16. The Authority acknowledges that, prior to approving the Development Plan and pursuant to Section 3-1A(a) of the Boston Zoning Code, the Authority found that the Development Plan conforms to the general plan for the City of Boston as a whole, that nothing in such Development Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare. The Authority also acknowledges that such Development Plan adequately sets forth all information required to be contained within a Development Plan pursuant to Section 3-1A(a) of the Boston Zoning Code.

17. The Applicant shall submit a plan, to be known as a Boston Residents Construction Employment Plan to the Director of the Authority which plan shall describe the measures to be taken by the Applicant to ensure that its general contractor,

and those engaged by said general contractor for construction of the Project, comply with the requirements of Chapter 12 of the City of Boston Ordinances of 1986, which Chapter contains the following construction employment standards (on a craft by craft basis): (1) at least 50 percent of the total employee worker hours in each trade shall be by bonafide Boston residents; (2) at least 25 percent of the total employee worker hours in each trade shall be by minorities; and (3) at least 10 percent of the total employee worker hours in each trade shall be by women. The Applicant shall include in the plan provisions for monitoring, compliance and sanctions. The Applicant shall submit the plan to the Director of the Authority Prior to issuance of the first building permit for the Project. For purposes of this Section 17, worker hours shall include, without limitation, on-the-job-training and apprenticeship positions.

18. The Applicant shall formulate an Employment Opportunity Plan which shall provide for the Applicant's good faith efforts to achieve a goal that 50 percent of the permanent employment opportunities created by the Project shall be made available to Boston residents, including residents affected by the proposed development on the Locus. The Applicant shall submit the plan to the Director of the Authority prior to issuance of the first building permit for the Project.

19. The Applicant shall formulate an Affirmative Fair Housing Marketing Plan which complies with the City of Boston Fair Housing and Employment Plan and shall submit said Affirmative Fair Housing Marketing Plan to the Director of the Authority prior to the issuance of the first building permit for the Project.

20. The Applicant shall formulate a noise mitigation plan outlining measures to be taken to mitigate the noise impacts, if any, of the trucks servicing the Hines & Smart facility.

21. This Agreement shall be binding upon the successors and assigns of the Applicant and the Authority.

22. Each and every covenant and agreement contained in this Agreement is and shall be construed to be a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law. IN WITNESS WHEREOF the parties have

caused this instrument to be executed in their behalf by their respective representatives thereunto duly authorized as of the day and year first above set forth.

WITNESS:

BOSTON REDEVELOPMENT AUTHORITY

By: _____

Stephen Coyle, Director
Hereunto Duly Authorized

CLIPPERSHIP WHARF LIMITED
PARTNERSHIP

By: RELATED COMPANIES NORTH-
EAST, INC., as a general
partner of Clippership
Wharf Limited Partnership

WITNESS:

By: _____

Edward A. Saxe, President
Hereunto Duly Authorized

Approved as to form:

Chief General Counsel
Boston Redevelopment Authority

